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January 9, 2004

Tennessee Regulatory Authority  
460 James Robertson Pkwy  
Nashville, TN 37243-0505

04-00057

Re ComTech21, LLC – Application for Expanded Certificate of Public Convenience  
and Necessity

To Whom It May Concern

Enclosed please find the application and documentation needed to amend the certificate of public good. This is an expansion of our current certificate of authority to transact business in Tennessee, approved by the Office of Secretary of State. This expansion is being applied to provide Resold Local Exchange and UNE-P Services throughout the State of Tennessee.

Please acknowledge receipt of ComTech21's application by date stamping and returning the additional copy of this transmittal letter in the self-addressed, postage-paid envelope we have provided for this purpose.

If you have any questions or concerns regarding this application please contact Sonja Johnson-Byers, Director of Administration at 203-679-7290.

Sincerely,

Marie Marcarelli,  
Executive Vice President

Enclosures

MM/rmf

**BEFORE THE TENNESSEE REGULATORY AUTHORITY**

**IN THE MATTER OF THE APPLICATION  
OF COMTECH21, LLC FOR A CERTIFICATE  
TO PROVIDE COMPETING LOCAL  
TELECOMMUNICATION SERVICES**

**APPLICATION FOR CERTIFICATE TO PROVIDE  
COMPETING LOCAL TELECOMMUNICATIONS SERVICE**

Pursuant to applicable Tennessee Statutes and the Rules and Regulations of the Tennessee Regulatory Authority and Section 253 of the Federal Telecommunications Act of 1996 ("Act"), ComTech21, LLC ("ComTech") respectfully requests that the Tennessee Regulatory Authority ("TRA") grant to ComTech authority to provide competing local telecommunications services, including exchange access telecommunications services, within the State of Tennessee. ComTech is willing and able to comply with all applicable rules and regulations in Tennessee pertaining to the provision of competing local telecommunications services. TCA 65-4-201

In support of its Application, ComTech submits the following.

1 The full name and address of the Applicant is:

ComTech21, LLC  
One Barnes Park South  
Wallingford, CT 06492  
Telephone (877) 580-6564

Questions regarding this application should be directed to

Sonja Johnson-Byers, Director Administration  
ComTech21, LLC  
One Barnes Park South  
Wallingford, CT 06492  
Telephone (203) 679-7290  
Facsimile (877) 312-5544

Contact name and address at the Company is:

Sonja Johnson-Byers, Director Administration  
ComTech21, LLC  
One Barnes Park South  
Wallingford, CT 06492  
Telephone. (203) 679-7290  
Facsimile: (877) 312-5544

- 2 Organizational Chart of Corporate Structure Include any pertinent acquisition or merger information

See **Exhibit A**

- 3 Corporate information

ComTech was incorporated in the state of Delaware on February 21, 2000 A copy of ComTech's Articles of Incorporation and amendments are provided in **Exhibit B**. A copy of ComTech's Authority to transact business in the State of Tennessee is provided in **Exhibit C**. The names, addresses and biographies of the principal corporate officers are in **Exhibit D**.

- 4 ComTech possesses the managerial, technical, and financial ability to provide local telecommunications service in the State of Tennessee as demonstrated below

A Financial Qualifications

See **Exhibit E**

B Managerial Ability

As shown in **Exhibit D** to this Application, ComTech has the managerial expertise to successfully operate a telecommunications enterprise in Tennessee As described in the attached biographical information, ComTech's management team has extensive management and business experience in telecommunications

C Technical Qualifications

ComTech services will satisfy the minimum standards established by the TRA The Company will file and maintain tariffs in the manner prescribed by the TRA and will meet minimum basic local standards, including quality of service and billing standards required of all LEC's regulated by the TRA Applicant will not require customers to purchase CPE, which cannot be used with the Incumbent Local Exchange Carrier's systems As noted in the biographies **Exhibit D** of the principal officers, there are two officers with extensive telecommunications

expertise. Thus, ComTech is certainly technically qualified to provide resold local exchange service in Tennessee

5     Proposed Service Area

ComTech is already authorized to provide telecommunications services in all states. Additionally, ComTech has pending applications for CLEC in Connecticut, Massachusetts, New Jersey, Pennsylvania, Rhode Island, Washington, Virginia, Maryland, Delaware, New Hampshire, Vermont, California, Texas, Illinois, Florida, Georgia and Michigan. ComTech has received CLEC status in Colorado and Wisconsin

The application proposes to offer its services within the same area(s) as Bell South

6     Types of Local Exchange Service to be provided

ComTech expects to offer to both residential and business customers a broad variety of local exchange services, in Tennessee

7     Repairs and Maintenance

ComTech understands the importance of effective customer service for local service customers. ComTech has made arrangements for its customer to call the company at its toll-free customer service number 1-877-580-6564. In addition, customers may contact the company in writing at the headquarters address, as well as via e-mail at [www.support@comtech21.com](mailto:www.support@comtech21.com). The contact person knowledgeable about providers operations is Sonja Johnson-Byers, Director Administration reference (1 ) above

Grant of the Application will further the goals of the Tennessee Legislature and further the public interest by expanding the availability of competitive telecommunications services in the State of Tennessee. In addition, intrastate offering of these services is in the public interest because the services will provide Tennessee customers increased efficiencies and cost savings. Authorizing ComTech to provide resold local exchange telecommunications services will enhance materially the telecommunications infrastructure in the State of Tennessee and will facilitate economic development.


In particular, the public will benefit both directly, through the use of the competitive services to be offered by ComTech and indirectly, because ComTech's presence in Tennessee will increase the incentives for other telecommunications providers to operate more efficiently, offer more innovative services, reduce their prices, and improve their quality of service. Grant of this Application will further enhance the service options available to Tennessee citizens for the reasons set forth above.

- 8     Telecommunications Business Participations plan  
      (65-5-212) Exhibit F
- 9     Toll Dialing Parity Plan **Non-Applicable**
- 10    Applicant has served notice of this application to the eighteen (18) incumbent local exchange telephone companies in Tennessee with a statement regarding the company's intention of operating geographically See **Exhibit G** for list
- 11    Number Issues Will be establishing telephone numbers in the same manner as Bell South
- 12    Tennessee Specific Operational Issues All operations will be performed through an interconnect agreement with Bell South
- 13    Miscellaneous:
- A Sworn Pre-filed testimony. **Exhibit H**
  - B. Applicant does not require customer deposits
  - C As of now ComTech has not been subject to complaints in any of the states, in which we are doing business
  - D A copy of our tariff is enclosed

**CONCLUSION:**

ComTech respectfully requests that the TRA enter an order granting it a certificate of convenience and necessity to operate as a competing telecommunications service provider and authority to provide a full range of local exchange on a facilities-based and resale basis throughout the State of Tennessee in the service areas of Bell South whom does not enjoy a rural exemption under Section 251(f) of the Telecommunications Act of 1996 For the reasons stated above, ComTech's provision of these services would promote the public interest by providing high-quality service at competitive prices and by creating greater economic incentives for the development and improvement for all competing providers

Respectfully submitted this 15<sup>th</sup> day of January 2004

  
Marie Marcarelli, Executive Vice President

Tariff Schedule Applicable to  
Provide Resold Local Exchange Telecommunication Services and UNE-P Services  
Telecommunications Services Furnished by  
COMTECH21, LLC  
Between Points Within the State of Tennessee

Issued \_\_\_\_\_

Effective date \_\_\_\_\_

COMTECH21, LLC  
One Barnes Park South  
Wallingford, CT 06492

## TARIFF FORMAT

- A **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between Page 14 and 15 would be 14.1.
- B **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Commission. For example, the 4<sup>th</sup> revised Page 14 cancels the 3<sup>rd</sup> revised Page 14.
- C **Paragraph Numbering Sequence** - There are various levels of paragraph coding. Each level of coding is subservient to its next higher level.
- 2  
2.1  
2.1.1  
2.1.1.1
- D **Check Sheets** - When a tariff filing is made with the Commission, an updated Check Sheet accompanies the tariff filing. The Check Sheet lists the pages contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the Check Sheet is changed to reflect the revision. An asterisk designates all revisions made in a given filing (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remain the same, just revised revision levels on some pages). The tariff user should refer to the latest Check Sheet to find out if a particular page is the most current on file with the Commission.

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## CHECK SHEET

Sheets 1 through 29 inclusive of this tariff are effective as of the date shown at the bottom of the respective sheet(s) Original and revised sheets as named below comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this sheet

<u>Page</u>	<u>Number of Revision</u>	<u>Page</u>	<u>Number of Revision</u>
1	Original		
2	Original		
3	Original		
4	Original		
5	Original		
6	Original		
7	Original		
8	Original		
9	Original		
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<del>29</del>	<del>Original</del>		

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COMTECH21, LLC  
One Barnes Park South  
Wallingford, CT 06492



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## 1 GENERAL

### 1.1 Explanation of Symbols

- (C) – To signify a changed regulation
- (D) – To signify a discontinued rate or regulation
- (I) – To signify an increase in a rate
- (M) – To signify text or rates relocated without change
- (N) – To signify a new rate or regulation or other text
- (R) – To signify a reduction in a rate
- (S) – To signify reissued regulations
- (T) – To signify a change in text but no change in rate
- (Z) – To signify a correction

### 1.2 Application of the Tariff

- 1.2.1 This tariff governs the Carrier's services that originate and terminate in Tennessee. Specific services and rates are described elsewhere in this tariff.
- 1.2.2 The Company's services are available to business and or residential customers.
- 1.2.3 The Company's service territory is consistent with Bell South.

### 1.3 Definitions

- 1.3.1 "Carrier," "Company" or "Utility" refers to **ComTech21, LLC**.
- 1.3.2 "Commission" means the Tennessee Public Service Commission.
- 1.3.3 "Completed call" is a call that the Company's network has determined has been answered by a person, answering machine, fax machine, computer modem device, or other answering device.
- 1.3.4 "Customer" means any person, firm, corporation, or governmental entity who has applied for and is granted service or who is responsible for payment of service.

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- 1 3 5 "Residential" customer is a customer who has telephone service at a dwelling and who uses the service primarily for domestic or social purposes All other customers are non-residential customers
- 1 3 6 "Service" means any telecommunications service(s) provided by the Carrier under this tariff
- 1 3 7 "Station" means a telephone instrument consisting of a connected transmitter, receiver, and associated apparatus to permit sending or receiving telephone messages
- 1 3.8 **IF THE COMPANY USES TIME PERIODS, THE COMPANY SHOULD CUSTOMIZE THE FOLLOWING TABLE** "Time period" means the interval of hours that distinguish day, evening, night, and weekend rate periods as indicated below

Rate Periods	From	To, but not Including	Days
Weekdays	8 00 a m	5 00 p m	Monday-Friday
Evenings	5 00 p m	11 00 p m.	Sunday-Friday
Night/Weekends	11 00 p m	8 00 a m	Monday-Friday
	8 00 a m	5 00 p m	Saturday

Holidays - COMTECH 21, LLC recognized holidays are New Year's Day (January 1), President's day (Feb.), Easter Sunday, Memorial Day, Independence Day (July 4), Labor Day (the first Monday in Sept) Thanksgiving Day (the fourth Thursday in November) and Christmas (December 25) The holiday rate applicable is the night/weekend rate, applies for the entire day, and supersedes other rates

## 2 RULES AND REGULATIONS

### 2 1 Undertaking of the Company

The carrier will provide Resold Local Exchange Telecommunications Services and UNE-P Services between points within the State of Tennessee

### 2 2 Obligations of the Customer

2 2 1 The customer shall be responsible for

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COMTECH21, LLC  
One Barnes Park South  
Wallingford, CT 06492

- 2 2 1.1 The payment of all applicable charges pursuant to this tariff,
- 2.2 1.2 Reimbursing the Company for damage to, or loss of, the Company's facilities or equipment caused by the acts or omissions of the customer, or the noncompliance by the customer, with these regulations, or by fire or theft or other casualty on the customer's premises unless caused by the negligence or willful misconduct of the employees or agents of the Company
- 2 2 1.3 Providing at no charge, as specified from time to time by the Company, any needed space and power to operate the Company's facilities and equipment installed on the customer's premises
- 2 2.1.4 Complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material prior to any construction or installation work
- 2 2 1 5 Complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any customer premises for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company
- 2 2.1 6 Making Company facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the customer. No allowance for interruptions in service will be made for the period during which service is interrupted for such purposes
- 2 2 2 With respect to any service or facility provided by the Company, the customer shall indemnify, defend and hold harmless the Company from all claims, actions, damages, liabilities, costs and expenses for

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COMTECH21, LLC  
One Barnes Park South  
Wallingford, CT 06492

- 2.2.2.1 Any loss, destruction or damage to property of the Company or any third party, or injury to persons, including, but not limited to, employees or invitees of either the Company or the customer, to the extent caused by or resulting from the negligent or intentional act or omission of the customer, its employees, agents, representatives or invitees, or
- 2.2.2.2 Any claim, loss, damage, expense or liability for infringement of any copyright, patent, trade secret, or any proprietary infringement of any copyright, patent, trade secret, or any proprietary or intellectual property right of any third party, arising from any act or omission by the customer
- 2.2.3 The customer is responsible for ensuring that customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The connection, operation, testing, or maintenance of such equipment shall be such as not to cause damage to the Company-provided equipment and facilities or injury to the Company's employees or other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the customer's expense
- 2.2.4 The Company's services (as detailed in this tariff) may be connected to the services or facilities or other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs or contracts that are applicable to such connections
- 2.2.5 Upon reasonable notification to the customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the customer is complying with the requirements set forth in this tariff for the installation, operation, and maintenance of customer-provided facilities and equipment that is connected to Company-owned facilities and equipment

### 2.3 Liability of the Company

- 2.3.1 In view of the fact that the customer has exclusive control over the use of service and facilities furnished by the Company, and because certain errors incident to the services and to the use of such facilities of the Company are unavoidable, services and facilities are furnished by the Company subject to the terms, conditions and limitations herein specified

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COMTECH21, LLC  
One Barnes Park South  
Wallingford, CT 06492

**2 3 2 Service Irregularities**

- 2 3 2 1** The liability of the Company for damages arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by the Company, occurring in the course of furnishing service or other facilities and not caused by the negligence of the customer, shall in no event exceed an amount equivalent to the proportionate charge to the customer for the service or facilities affected during the period such mistake, omission, interruption, delay, error or defect in transmission, or failure or defect in facilities continues after notice and demand to Company
- 2 3 2 2** The Company shall not be liable for any act or omission of any connecting carrier, underlying carrier or local exchange Company except where Company contracts the other carrier, for acts or omission of any other providers of connections, facilities, or service, or for culpable conduct of the customer or failure of equipment, facilities or connection provided by the customer.

**2.3 3 Claims of Misuse of Service**

- 2 3 3.1** The Company shall be indemnified and saved harmless by the customer against claims for libel, slander, fraudulent or misleading advertisements or infringement of copyright arising directly or indirectly from material transmitted over its facilities or the use thereof, against claims for infringement of patents arising from combining or using apparatus and systems of the customer with facilities of the Company, and against all other claims arising out of any act or omission of the customer in connection with the services and facilities provided by the Company
- 2 3.3 2** The Company does not require indemnification from the customer where the action for which it is seeking indemnification is based on a claim of negligence by the Company.

**2 3 4 Defacement of Premises**

- 2 3 4 1** The Company is not liable for any defacement of, or damage to, the customer's premises resulting from the furnishing of service or the attachment of equipment and facilities furnished by the Company on such premises or by the installation or removal

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FITNESS FOR A PARTICULAR USE, EXCEPT THOSE  
EXPRESSLY SET FORTH HEREIN

- 2 3 7 2 Acceptance of the provisions of Section 2 3 by the Commission does not constitute its determination that any disclaimer of warranties or representations imposed by the Company should be upheld in a court of law

2 3 8 Limitation of Liability

- 2 3 8 1 Nothing in this tariff shall be construed to limit the Company's liability in cases of gross negligence or willful misconduct

2 4 Application for Service

2 4 1 Minimum Contract Period

- 2 4 1 1 Except as otherwise provided, the minimum contract period is one month for all services furnished. However, if a new residential or single line business customer notifies the Company within twenty days after receipt of the first bill that certain services or equipment are not desired, the Company will delete such services or equipment from the customer's account without a record keeping or service ordering charge. The customer nonetheless shall be responsible for all monthly usage and installation charges incurred for the use of such service and equipment

- 2.4 1 2 Except as provided in 2 4 2.1, the length of minimum contract period for directory listings, and for joint user service where the listing actually appears in the directory, is the directory period. The directory period is from the day on which the directory is first distributed to customers to the day the succeeding directory is first distributed to customers

- 2 4 1 3 The Company may require a minimum contract period longer than one month in connection with special, non-standard types or arrangements of equipment, or for unusual construction, necessary to meet special demands for service

2 4 2 Cancellation of Service

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2 4 2 Cancellation of Service

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- 2.4.2.1 Where the applicant cancels an order for service prior to the start of the installation or special construction of facilities, no charge shall apply, except to the extent the Company incurs a service order or similar charge from a supplying carrier, if any, prior to the construction
- 2.4.2.2 Where the installation of facilities, other than those provided by special construction, has been started prior to cancellation, the lower of the following charge applies,
- 2.4.2.2.A The total costs of installing and removing such facilities, or
- 2.4.2.2.B The monthly charges for the entire initial contract period of the service ordered by the customer as provided in this tariff plus the full amount of any applicable installation and termination charges
- 2.4.2.3 Where special construction of facilities has been started prior to the cancellation, and the Company has another requirement for the specially constructed facilities, no charge applies

## 2.5 Payment for Service

- 2.5.1 Service will be billed directly by the Company on a monthly basis and is due and payable upon receipt or as specified on the customer's bill. Service will continue to be provided until canceled by the customer or discontinued by the Company
- 2.5.2 The customer is responsible for payment of all charges for service furnished to the customer. Charges based on actual usage during a month will be billed monthly in the month following the month in which the service was used. All fixed monthly and nonrecurring charges for services ordered will be billed monthly in advance
- 2.5.3 The Company reserves the right to require from an applicant for service advance payments of fixed charges and nonrecurring charges. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one month's charges for the service or facility. In addition, where special construction is involved, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction. The advance payment will be applied to any

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indebtedness for the service and facilities for which the advance payment is made on the customer's initial bill.

Advanced payments for installation costs or special construction will be credited on the first bill in their entirety

- 2 5 4 If the Company provides service under a term plan (1,3,5 years, etc ) and (1) automatically renews the contract, and (2) imposes a penalty for early cancellation by the customer, then the customer shall be notified 60 days in advance of the customer's current contract expiration date

## 2 6 Customer Deposits

- 2 6 1 The Carrier agrees to abide by the regulations associated with nonresidential customer deposits as specified by state code

## 2 7 Late Payment Charges

- 2.7 1 The Carrier agrees to abide by the regulations governing late payment charges as specified by and maybe amended from time to time
- 2.7.2 Any charges that are disputed by a customer shall not be subject to late payment charges regardless of the outcome of the dispute
- 2 7 3 The Company will consider delinquent and apply late payment charges on bills not paid within 30 days of the billing invoice date in the case of residential customers and all non-residential customers Payments made by customers to the carrier will be credited against the oldest charges outstanding
- 2 7 4 Late payment fees will be computed at a rate not to exceed 1 5% per month, for the two nominal billing intervals

## 2 8 Customer Complaints and Billing Disputes

- 2 8.1 Customers may notify the carrier of billing or other disputes in writing Disputes should be submitted within 30 days

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- 2 8 2 Customer complaints and billing disputes that are not satisfactorily resolved may be presented by the customer to

Tennessee Regulatory Authority  
460 James Robertson Pkwy  
Nashville, TN 37243-0505

- 2 8 3 The Company provides the following toll free number **(1-877-312-5564)** for customers to contact the carrier

## 2 9 Allowance for Interruptions in Service

- 2 9 1 Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided, or billed for, by the Company. The Carrier agrees to abide by the regulations associated with interruptions in service.

## 2 10 Taxes and Fees

- 2.10 1 All state and local taxes and fees shall be listed as separate line items on the customer's bill.
- 2 10 2 If a municipality, other political subdivision or local agency of government, or the Commission imposes and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, as allowed by law, be billed pro rata to the customer receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2 10 3 Service shall not be subject to taxes for a given taxing jurisdiction if the customer provides the Company with written verification, acceptable to the Company and to the relevant taxing jurisdiction, that the customer has been granted a tax exemption.

## 2 11 Returned Check Charge

The charge for a returned check is \$25.00.

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## 2 12 Directory Assistance Call Allowance

Residential customers shall receive no free directory assistance calls

## 2 13 Special Customer Arrangements

In cases where a customer requests special or unique arrangements which may include but are not limited to engineering, conditioning, installation, construction, facilities, assembly, purchase or lease of facilities and/or other special services not offered under this tariff, the Company, may provide the requested services. Appropriate recurring charges and/or nonrecurring charges and other terms and conditions will be developed for the customer for the provisioning of such arrangements

## 2 14 Termination of Service

### 2 14 1 Denial of Service Without Notice

The Company may discontinue service without notice for any of the following reasons

- 2 14 1 1 Hazardous Condition For a condition on the customer's premises determined by the Company to be hazardous
- 2.14 1.2 Adverse Effect on Service Customer's use of equipment in such a manner as to adversely affect the Company's equipment or the Company's service to others
- 2 14 1.3 Tampering With Company Property Customer's tampering with equipment furnished and owned by the Company
- 2 14.1 4 Unauthorized Use of Service Customer's unauthorized use of service by any method which causes hazardous signals over the Company's network
- 2 14.1 5. Illegal use of Service Customer's use of service or equipment in a manner to violate the law

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## 2 14 2 Denial of Service Requiring Notice

2 14 2 1 The Company may deny service for any of the following reasons provided it has notified the customer of its intent, in writing, to deny service and has allowed the customer a reasonable time of not less than 10 days in which to remove the cause for denial:

2 14 2 1 A Non-compliance with Regulations For violation of or non-compliance with state regulations

2 14.2 1.B Failure on Contractual Obligations For failure of the customer to fulfill his contractual obligations for service or facilities subject to regulation by the Tennessee Public Service Commission

2 14 2 1 C Refusal of Access For failure of the customer to permit the Company to have reasonable access to its equipment

2 14 2 1 D Non-payment of Bill

2 14 2 1 D 1 For non-payment of a bill for service, provided that the Company has made a reasonable attempt to effect collection and has given the customer written notice of its intent to deny service if settlement of his account is not made and provided the customer has at least 5 days, excluding Sundays and holidays in which to make settlement before his service is denied.

2 14 2 1 D 2 In cases of bankruptcy, receivership, abandonment of service, or abnormal toll usage not covered adequately by a security deposit, less than 5 days notice may be given if necessary to protect the Company's revenues.

2 14 2 1 D 3 Except in cases where a prior promise to pay has not been kept or bankruptcy, receivership, abandoned service, or abnormal toll usage is involved, the Company may not deny service on the day preceding any day on which it is not prepared to accept payment of the amount due and to reconnect service

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Issued \_\_\_\_\_

Effective date \_\_\_\_\_

2 14 2.1 D 4 Failure to Comply with Service Conditions For failure of the customer to furnish the service equipment, permits, certificates, or rights-of-way, specified by the Company as a condition to obtaining service, or if the equipment or permissions are withdrawn or terminated

2 14.2 1 D 5 Failure to Comply with Municipal Ordinances. For failure to comply with municipal ordinances or other laws pertaining to telephone service.

2 14 2 1 D 6 Failure to Pay Increased Deposit Required For failure of the customer to pay an increased security deposit when warranted by the Company to protect its revenue in accordance with state regulations/code.

2.14 3 Insufficient Reasons for Denial of Service

2 14 3 1 The following may not constitute cause for refusal of service to a present or prospective customer

2 14 3 1.A Failure of a prior customer to pay for service at the premises to be serviced,

2 14 3 1 B Failure to pay for a different class of service for a different entity,

2 14 3 1 C Failure to pay the bill of another customer as guarantor of that bill,

2 14 3.1 D Failure to pay directory advertising charges;

2.14 3.1 E Failure to pay an undercharge as described in the state regulations/code or

2 14 3.1 F Failure to pay an outstanding bill that is over 7 years old, unless the:

2 14 3.1 F.1 Customer signed an agreement to pay the outstanding bill before the expiration of this period,

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Issued \_\_\_\_\_

Effective date \_\_\_\_\_

2.14 3.1 F 2 Outstanding bill is for service obtained by the customer by means of tampering with equipment furnished and owned by the Company or by unauthorized use of service by any method, or

2 14.3 1 F 3 Outstanding bill is for service obtained by the customer by means of an application made:

- (i) In a fictitious name,
- (ii) In the name of an individual who is not an occupant of the dwelling unit, without disclosure of the individual's actual address,
- (iii) In the name of a third party without disclosing that fact or without bonafide authority from the third party, or
- (iv) Without disclosure of a material fact or by misrepresentations of a material fact.

2 14 3 2 This regulation applies to both residential and nonresidential classes of service

## PROVISION OF SERVICE AND FACILITIES

### 2 15 Unlawful Use of Service

2 15 1 Service shall not be used for any purpose in violation of law or for any use as to which the customer has not obtained all required governmental approvals, authorizations, licenses, consents, and permits. The Company shall refuse to furnish service to an applicant or shall disconnect the service without notice of a customer when.

2 15.1 1 An order shall be issued, signed by a judge finding that probable cause exists to believe that the use made or to be made of the service is prohibited by law, or

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Issued \_\_\_\_\_

Effective date \_\_\_\_\_

2 15 1 2 The Company is notified in writing by a law enforcement agency acting within its jurisdiction that any facility furnished by the Company is being used or will be used for the purpose of transmitting or receiving gambling information in interstate or foreign commerce in violation of the law

2 15 2 If service has been physically disconnected by law enforcement officials at the customer's premises and if there is not presented to the Company the written finding of a judge, then upon written or verbal request of the subscriber, and agreement to pay restoral of service charges and other applicable service charges, the Company shall promptly restore such service

#### 2 16 Interference with or Impairment of Service

Service shall not be used in any manner that interferes with other persons in the use of their service, prevents other persons from using their service, or otherwise impairs the quality of service to other customers. The Company may require a customer to immediately shut down its transmission of signals if said transmission is causing interference to others or impairing the service of others

#### 2 17 Telephone Solicitation by Use of Recorded Messages

2 17 1 Service shall not be used for the purpose of solicitation by recorded messages when such solicitation occurs as a result of unrequested or unsolicited calls initiated by the solicitor by means of automatic dialing devices. Such devices, with storage capability of numbers to be called or a random or sequential number generator that produces numbers to be called and having the capability, working alone or in conjunction with other equipment, of disseminating a prerecorded message to the number called and which are calling party or called party controlled, are expressly prohibited

#### 2 18 Incomplete Calls

2 18 1 There shall be no charge for incomplete calls. No charge will be levied for unanswered calls. Customers will receive credit for calls placed to a wrong number if the customer notifies the Company of the error

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Issued \_\_\_\_\_

Effective date \_\_\_\_\_



## 2 19 Overcharge/Undercharge

- 2 19 1 When a customer has been overcharged, the amount shall be refunded or credited to the customer

## 3 DESCRIPTION OF SERVICES

### 3 1 Trial Services

- 3 1 1 The Company may offer new services, not otherwise tariffed, from time to time on a trial basis subject to Commission approval. Such trials are limited to a maximum of six months at which time the trial offering must be either withdrawn or made available on permanent basis.

### 3 2 Promotional Offerings

- 3 2 1 The Company may offer existing services on a promotional basis, subject to Commission approval, that provides special rates, terms, or conditions of service. Promotional offerings are limited to a maximum of six months at which time the promotional offering must be either withdrawn or made available on a permanent basis. All promotions, regardless of whether services are given away for free, are subject to Commission approval.

### 3 3 Individual Case Basis ("ICB") Offerings

- 3 3 1 The tariff may not specify the price of a service in the tariff as "ICB". The Company may or may not have an equivalent service in its tariff on file with the Commission, and the quoted ICB rates may be different than the tariffed rates. An ICB must be provided under contract to a customer and the contract filed (can be under seal) with the Commission. All customers have non-discriminatory access to requesting the service under an ICB rate.

## 4 RATES AND CHARGES

### 4 1 Calculation of Rates

- 4 1 1 Rates for service are based on airline mileage between rate centers of the calling and called stations. The location of rate centers is based on information provided by Bell South – Tennessee, Inc. Mileage is calculated using the Vertical and Horizontal (V&H) coordinate system from the National Exchange Carriers Association Tariff F C C No. 4.

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Effective date \_\_\_\_\_

4 1 2 Timing of calls begins when the call is answered at the called station. Calls originating in one time period and terminating in another time period will be billed according to the rates in effect during each portion of the call

4 1 3 Different rates are not based on time of day or day of week as described in the following rate table

#### 4 2 Dial-Around Compensation Surcharge for Payphones

4 2 1 A Dial-Around Compensation Surcharge applies to all completed consumer intrastate long distance calls placed from a public/semi-public payphone, which are not paid on a sent paid basis. The Surcharge applies to

- A Calling card service
- B Collect calls
- C Third party billed
- D Directory Assistance calls
- E Pre-paid card service

4 2 2 The Surcharge does not apply to

- A Calls paid for by inserting coins
- B Calls placed from stations other than public/semi-public payphones
- C Calls placed to the Tennessee Telecommunications Relay Service for the hearing impaired
- D Any calls for which the payphone provider is otherwise compensated pursuant to contract with the carrier

4 2 3 The Dial Around Compensation Surcharge rate is no greater than \$ 25 per call

### 5 INTRALATA TOLL PRESUBSCRIPTION

#### 5 1 General

IntraLATA toll presubscription is a procedure whereby an end user or Pay Telephone Service Provider may select and designate an IntraLATA Toll Provider ("ITP") to access IntraLATA toll calls without dialing an access code. The end user or Pay Telephone Service Provider may designate an ITP for

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Effective date \_\_\_\_\_

COMTECH21, LLC  
One Barnes Park South  
Wallingford, CT 06492

IntraLATA toll, a different carrier for InterLATA toll, or the same carrier for both. This ITP is referred to as the end user or Pay Telephone Service Provider preferred IntraLATA toll provider.

Each carrier will have one or more access codes assigned to it for various types of service. When an end user of Pay Telephone Service Provider selects a carrier as its preferred IntraLATA toll provider, only one access code of that carrier may be incorporated into the switching system of the Telephone Company permitting access to that carrier by the end user or Pay Telephone Service Provider without dialing an access code. Should the same end user or Pay Telephone Service Provider wish to use other services of the same carrier, it will be necessary for the end user or Pay Telephone Service Provider to dial the necessary access code(s) to reach that carrier's other service(s).

An ITP must use Feature Group D ("FGD") Switched Access Service to qualify as an IntraLATA toll provider. All ITPs must submit a Letter of Intent ("LOI") to the Telephone Company at least twenty days prior to the IntraLATA toll-presubscription-conversion date or, if later, forty-five days prior to the date on which the carrier proposed to begin participating in IntraLATA toll presubscription.

Selection of an ITP by an end user or Pay Telephone Service Provider is subject to the terms and conditions in Section 5.2.

## 5.2 Presubscription Charge Application

### 5.2.1 90-Day Initial Free Presubscription choice for Existing Users

Existing end users or Pay Telephone Service Providers may exercise an initial free presubscription choice, either by contacting the Telephone Company, or by contacting the ITP directly. The initial free choice must be made within ninety days following implementation of IntraLATA toll presubscription. End user or Pay Telephone Service Provider choices that constitute exercising the free choices are:

Designating an ITP as their primary carrier, thereby requiring no access code to access that ITP's service. Other carriers are accessed by dialing 101-XXXX or other required codes.

Choosing no carrier as a primary carrier, thus requiring 101-XXXX code dialing to access all ITPs. This choice can be made by directly contacting the Telephone Company.

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Issued \_\_\_\_\_

Effective date \_\_\_\_\_

Following an existing end user's or Pay Telephone Service Provider's free selections, any change made more than 90 days after presubscription is implemented is subject to a nonrecurring charge, as set forth in 5 7 1 following.

#### 5 2 2 Initial Free Presubscription Choice for New Users

New end users (including an existing customer who orders an additional line) or Pay Telephone Service Providers who subscribe to service after the presubscription implementation date will be asked to select a primary ITP when they place an order for Telephone Company Exchange Service. If a customer cannot decide upon an IntraLATA toll carrier at the time, the customer will have thirty days following completion of the service request to make an IntraLATA PIC choice without charge. In the interim, the customer will be assigned a "No-PIC" and will have to dial an access code to make IntraLATA toll calls. The free selection period available to new end users or Pay Telephone Service Providers is the period within thirty days of installation of the new service.

Initial free selections available to new end user or Pay Telephone Service Providers are

- 1 Designating an ITP as their primary carrier, thereby requiring no access code to access that ITP's service. Other carriers are accessed by dialing 101-XXXX or other required codes.
- 2 Choosing no carrier as a primary carrier, thus requiring 101-XXXX code dialing to access all ITPs. This choice can be made by directly contacting the Telephone Company.
3. Following a new end user's or Pay Telephone Service Provider's free selections, any change made more than 30-days after presubscription is implemented is subject to a nonrecurring charge, as set forth in 5 7 1 following.

#### 5 2 3 Charge for IntraLATA Toll Presubscription

After expiration of the initial free presubscription choice period for new customers, as specified above, or existing customers, the end user or ITP will be assessed an IntraLATA Toll presubscription charge as specified in 5 7 1.

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Effective date \_\_\_\_\_

**5 2 4 Cancellation of IntraLATA Toll Presubscription by an ITP**

If an ITP elects to discontinue Feature Group D service after implementation of the IntraLATA toll presubscription option, the ITP is obligated to contact, in writing, all end users or Pay Telephone Service Providers who have selected the canceling ITP as their preferred IntraLATA toll provider. The ITP must inform the end users or Pay Telephone Service Providers that it is canceling its Feature Group D service, request that the end user select a new ITP and state that the canceling ITP will pay the PIC change charge. The ITP must provide written notification to COMPANY that this activity has taken place.

**5 3 End User/Pay Telephone Service Provider Charge Discrepancy ("Anti-Slamming Measure")****5 3 1 When a discrepancy is determined regarding an end user's designation of a preferred IntraLATA toll carrier, the following applies depending upon the situation described:**

A signed letter of authorization takes precedence over any order other than subsequent, direct customer contact with the Telephone Company.

When two or more orders are received for an end user line generated by telemarketing, the date field on the mechanized record used to transmit PIC change information will be used as the PIC authorization date. The order with the latest application date determines customer choice.

**5 3 2 Verification of Orders for Telemarketing**

No ITP shall submit to the Telephone Company a PIC change order generated by outbound telemarketing unless, and until, the order has first been conformed in accordance with the following procedures:

**5 3 2 1 The ITP has obtained the customer's written authorization to submit the order that explains what occurs when a PIC is changed and confirms****5 3 2 1 A The customer's billing name and address and each telephone number to be covered by the PIC change order,**

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Issued \_\_\_\_\_

Effective date \_\_\_\_\_

5 3 2 1 B The decision to change the PIC to the ITP, and

5 3 2 1 C The customer's understanding of the PIC change fee, or

5 3 2 2 The ITP has obtained the customer's electronic authorization, placed from the telephone number(s) on which the PIC is to be changed, to submit the order that confirms the information described in 5 3 2 1 preceding to confirm the authorization, or

5 3 2 3 An appropriately qualified and independent third party operating in a location physically separate from the outbound telemarketing representative has obtained the customer's oral authorization to submit the PIC change order that confirms and includes appropriate verification date (e g , the customer's date of birth or social security number)

5 3 3 The Company will follow the Federal Communications Commission's and the Tennessee Public Service Commission's (if issued) regulations regarding slamming The Company will not impose a penalty or charge for unauthorized IntraLATA toll provider changes

5 3 4 The customer owns the exclusive right to select the PIC of their choice, and may choose to migrate from one carrier to another at any time There is no reason a carrier may refuse to release a customer who has stated their intent to select a different carrier

#### 5 4 PIC Switchback Options

5 4 1 Customer denies requesting change of ITP

When the Telephone Company is contacted by an end user who denies requesting a change in ITP primary IC, the end user will be credited the charge assessed for the disputed change in carrier, and will be switched back to the previous ITP at no charge

The ITP is in no way relieved of the FCC requirements for

5 4 1 1 Verifying all PIC orders obtained by outbound telemarketing prior to submitting those orders, or

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Issued \_\_\_\_\_

Effective date \_\_\_\_\_

5 4 1 2 Instituting steps to obtain verification of orders submitted to the Company. In addition, the end user has the option of initiating a complaint to the FCC or the Public Service Commission concerning unauthorized changes in carrier. The complaint may be issued in writing to the Tennessee Public Utilities Commission, Office of the Executive Director, 8 Old Suncook Road, Concord, Tennessee 03301-7319

5 4 2 Customer requests Switchback to Previous ITP PIC

When the Telephone Company is notified via a call from the customer, where the end user is not denying the authenticity of the most recent change to the current PIC, the Telephone Company will change the customers ITP to the previous PIC. The customer will be billed the PIC charge as specified in 5 7 2

5 5 IntraLATA Preferred Carrier Freeze Selection

The Company will offer a preferred carrier freeze option to all customers on a nondiscriminatory basis regardless of the customer's carrier selection at no charge to the end user. The preferred carrier freeze option prevents a change in the end-user's IntraLATA toll provider unless the end users request a change in carrier.

End users may request a preferred carrier freeze on their IntraLATA toll service as a means of protection from unauthorized IntraLATA PIC changes. The Company will only accept preferred carriers freezes either orally or in writing from end users. The preferred carrier freeze will be offered on a per line basis.

The Federal Communications Commission and the Tennessee Public Service Commission accepted the use of three-way calls to remove PIC freezes when the customer's IntraLATA toll presubscription choice has been frozen. Carriers must still follow the verification procedures for PIC changes of the Federal Communications Commission (e.g., independent 3<sup>rd</sup> party verification, written letter of agency from customer, electronic authorization) and the Tennessee Public Service Commission (if issued). The carriers will impose and/or lift preferred carrier freeze request in accordance with Chapter 1 of Title 47 of the Code of Federal Regulation, Section 64.1190.

The customer owns the exclusive right to select the PIC freeze option on a per line basis, and may choose to unfreeze their PIC at any time in order to migrate from one carrier to another at any time. There is no reason a carrier may refuse

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Effective date \_\_\_\_\_

to remove a PIC freeze from the line of a customer who has stated their intent to select a different carrier

#### Marketing of PIC Freeze Option

The Company will not market the PIC freeze option to Customers within a 90-day period after implementation, i.e., 90 days following the Effective Date of this tariff. However, the freeze option is available during that period on Customer request.

#### 5.6 Informational Notice to Customers

The Company will provide written notification to customers of their IntraLATA presubscription options and rights within 30 days of subscribing for service. Notification will not contain information on PIC-freeze service.

#### 5.7 Rates and Charges

5.7.1 Charge for ITP Carrier Change \$3.00 - \$10.00

5.7.2 Charge for Switchback Carrier Change \$3.00 - \$10.00

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Issued \_\_\_\_\_

Effective date \_\_\_\_\_



**Application for Certificate of Public Convenience and Necessity to  
Provide Local Exchange Telecommunication Services**

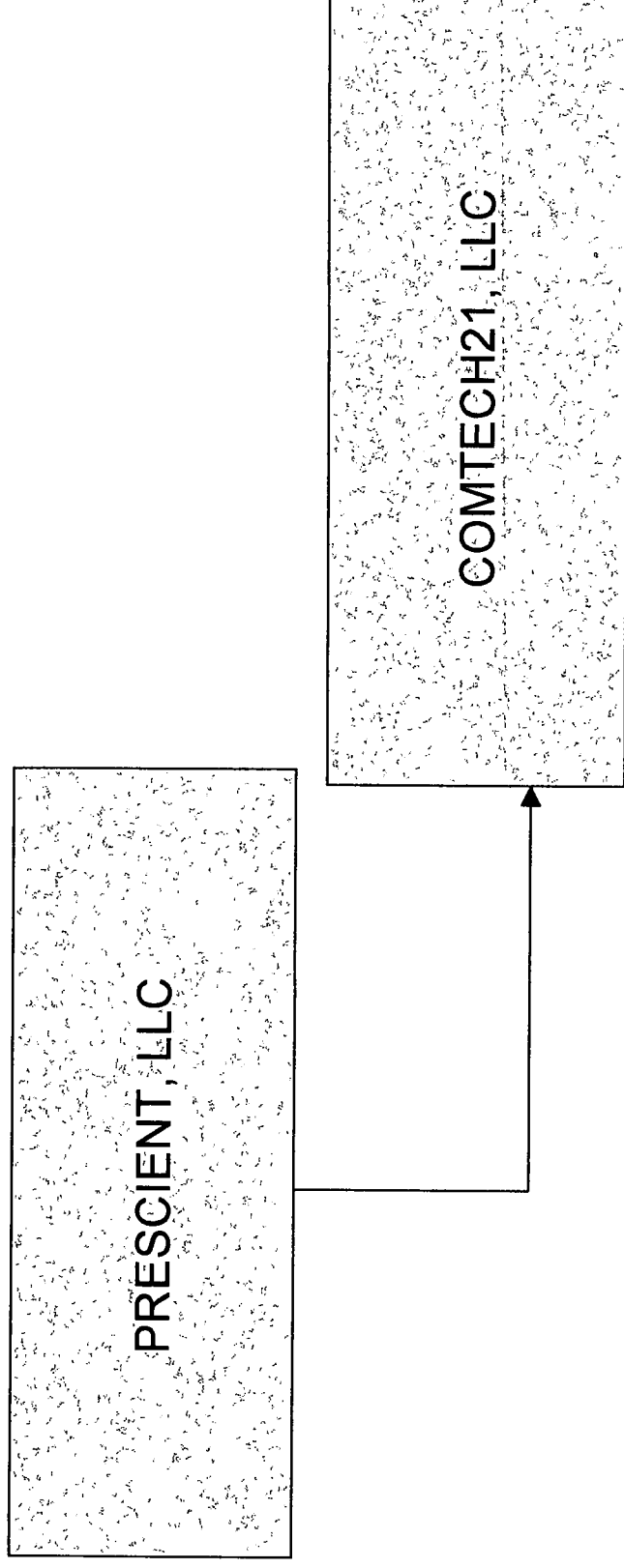
**Exhibit A**

**Organizational Chart**

# COMTECH21, LLC

## Corporate Structure

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**Application for Certificate of Public Convenience and Necessity to  
Provide Local Exchange Telecommunication Services**

**Exhibit B**

**Articles of Incorporation**

## CERTIFICATE OF FORMATION

OF

Tech 2001, LLC

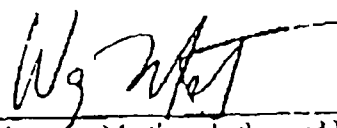
The undersigned, an authorized natural person, for the purpose of forming a limited liability company, under the provisions and subject to the requirements of the State of Delaware (particularly Chapter 18, Title 6 of the Delaware Code and the acts amendatory thereof and supplemental thereto, and known, identified, and referred to as the "Delaware Limited Liability Company Act"), hereby certifies that:

FIRST, the name of the limited liability company (hereinafter called the "limited liability company") is

Tech 2001, LLC

SECOND The address of the registered office and the name and the address of the registered agent of the limited liability company required to be maintained by Section 18-104 of the Delaware Limited Liability Company Act are Corporation Service Company, 1013 Centre Road, Wilmington, Delaware 19805.

Executed on February 21, 2000

  
Wayne A. Martino, Authorized Person

STATE OF DELAWARE  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
FILED 09 00 AM 02/22/2000  
001086354 - 3180359

STATE OF DELAWARE  
SECRETARY OF STATE  
DIVISION OF CORPORATIONS  
FILED 09 00 AM 03/07/2000  
001116129 - 3190359

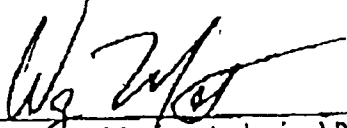
Certificate of Amendment to Certificate of Formation  
of  
Tech 2001, LLC

It is hereby certified that:

1. The name of the limited liability company (herein if er called the "limited liability company") is Tech 2001, LLC.
2. The certificate of formation of the limited liability company is hereby amended by striking out Article First thereof and by substituting in lieu of said Article First the following new Article First:

"First. The name of the limited liability company (hereinafter called the "limited liability company") is Comtech 21, LLC."

Executed on this 7th day of March, 2000

  
Wayne A. Martino, Authorized Person

## OPERATING AGREEMENT OF COMTECH 21, LLC

THIS AGREEMENT made and entered into as of this 7<sup>th</sup> day of March 2000, by and between.

Comtech 21, LLC, with offices at One Barnes Park South, Wallingford, Connecticut 06492 (the Company"); and

Prescient, LLC, with offices at One Barnes Park South, Wallingford, Connecticut 06492 ("Prescient")

Prescient may also be referred to as a "Member" or as the "Member".

### W I T N E S S E T H :

WHEREAS, the Member desires to form a limited liability company for the purposes set forth below; and

WHEREAS, the Member and the Company deem it desirable to define the terms of their association, and to commit their agreement to writing.

NOW, THEREFORE, in consideration of the premises and the mutual promises herein made, the parties hereto hereby agree as follows:

### 1. ORGANIZATION

(a) Formation. The Member hereby forms a limited liability company (the "Company") pursuant to the Delaware Limited Liability Company Act (the "Act").

(b) Name. The name of the Company shall be Comtech 21, LLC (the name as set forth in the Certificate of Formation was Tech 2001, LLC, but the name was changed by a subsequent amendment thereto).

(c) Location. The principal office of the Company shall be at One Barnes Park South, Wallingford, Connecticut 06492, or at such other address as the Member shall designate

(d) Purposes. The purpose of the Company is to engage in any lawful act or activity for which limited liability companies may be formed under the Act.

### 2. MEMBERSHIP INTERESTS

The Member's rights and obligations with respect to the Company may be referred to herein as its "Membership Interest"

### 3. CAPITALIZATION AND CONTRIBUTIONS

(a) Capital Contributions. The Member may make capital contributions to the Company from time to time as he may deem appropriate.

(b) Additional Contributions. The Member shall not be required to make additional contributions to the capital of the Company.

#### 4. DISTRIBUTIONS OF CASH

The Member shall determine the amount and frequency of distributions of cash which the Company shall make. Any such distributions shall be distributed to the Member.

#### 5. ADMINISTRATION

(a) Management The business, property, and affairs of the Company shall be managed by the Member. The Member shall have the right to delegate all or any portion of his power and authority in connection with the management and conduct of the Company's business to one or more individuals to serve as manager of the Company. In the absence of such delegation, the Member shall be considered a manager within the meaning of the Act. The Member may remove and Manager with or without cause,

(b) Designation of Managers. Prescient hereby designates Richard Minervino, Sr. and Marie Macarelli to serve as

(c) Designation of Officers The following individuals shall serve as officers of the Company in the capacities set forth opposite of their names.

Marie Macarelli	Chief Operating Officer
Richard Minervino, Sr	Chief Executive Officer

#### 6. BOOKS AND RECORDS AND ACCOUNTING

(a) Books and Records. The Company shall keep proper and complete books and records in accordance with good accounting practice. The Company may adopt the cash receipts and disbursements method or the accrual method as its method of accounting, as the Member shall determine. The fiscal year of the Company (for federal income tax purposes and financial statement purposes) shall be the calendar year, unless the Member determines otherwise.

(b) Tax Returns. On or before March 31 of each year, the Company shall furnish the Member with sufficient information concerning the operations of the Company to enable the Member to prepare the Member's federal and state income tax returns.

(c) Other Reports The Company shall furnish such other reports as shall be appropriate to advise the Member as to the operations of the Company.

#### 7. TRANSFER OF INTERESTS

The Member may, at any time and from time to time, transfer all or any part of his Membership Interest

## 8. DISSOLUTION AND WINDING UP

(a) Events of Dissolution. Upon the happening of any one of the following events (a "Liquidating Event"), the Company shall be dissolved and its affairs wound up:

- (1) The sale or other disposition of all or substantially all of the Company's property;
- (2) The determination by the Member to dissolve the Company; or
- (3) The entry of a decree of judicial dissolution under Section 34-207 of the General Statutes of Connecticut.

(b) Winding Up. Upon the winding up of the Company, the assets of the Company shall be liquidated as promptly as possible in an orderly and businesslike manner so as not to involve undue sacrifice.

(c) Priority of Distributions. Liquidation proceeds shall be distributed and applied in the following order of priority:

- (1) To the payment of debts and liabilities (including those owed to the Member in his capacity as a creditor) of the Company and expenses of liquidation;
- (2) To the setting up of any reserves which the Member may deem reasonably necessary for any contingent or unforeseen liability or obligation of the Company, which reserves shall be maintained for such period as the Member deems advisable; and
- (3) To the Member.

(d) Distribution in Kind. If the Member shall determine that an immediate sale of part or all of the Company's assets would be inadvisable, the Company may distribute to the Member, in lieu of cash, interests in any Company assets, liquidating only such assets as are necessary in order to pay the debts and liabilities of the Company.

## 9. MISCELLANEOUS

(a) Notices. Any notice, request, acknowledgment, consent, or other communication which any party hereto is required or permitted to give to another party shall be in writing and shall be delivered personally, sent by registered or certified mail, return receipt requested, or sent by a recognized overnight delivery service, in any such case to the recipient at his or its address first stated above, or at such other address of which he or it shall have given the other party or parties due notice hereunder. Any such notice shall be deemed to have been delivered, given, and received for all purposes as of the date so delivered.

(b) Waiver. The failure of any party to insist in any one or more instances upon the performance of any of the terms and conditions of this Agreement shall not be construed as a waiver or relinquishment of any right granted hereunder, or of the future performance of any such term or condition.



(c) Entire Agreement. This Agreement sets forth the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes any prior understandings or agreements among the parties, whether written or oral, to the extent related to the subject matter hereof.

(d) Further Acts. Each of the parties hereto shall execute and deliver all such additional documents or legal instruments, and shall perform or cause to be performed all such further acts and things, as may be necessary or desirable to carry out the purposes and intent of this Agreement.

(e) Amendment. This Agreement may not be amended, modified or altered in any manner, except pursuant to the terms of a written instrument signed by each of the parties hereto

(f) Invalid Provision. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall thereafter be construed in all respects as if such invalid or unenforceable provisions were omitted

(g) Governing Law. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Delaware without giving any effect to any choice or conflict of law provision or rule (whether of the State of Delaware or of any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

(h) Binding Nature. This Agreement shall be binding upon and inure to the benefit of the Member and the Company and their successors, personal representatives, heirs, devisees, guardians and assigns.

(i) Arbitration. Any controversy, claim, dispute, difference, or disagreement arising out of or relating to this Agreement, or any breach thereof, or otherwise in connection with the Company, including without limitation any dispute concerning the scope of this arbitration provision, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules at its regional office nearest the town in which is located the principal office of the Company. There shall be no appeal from the award rendered by the arbitrator or arbitrators and judgment thereon may be entered in any court having jurisdiction thereof.

(j) Counterparts. This Agreement may be executed in any number of counterparts and all of such counterparts taken together shall for all purposes constitute one agreement binding upon all of the parties hereto.

(k) Headings. The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

(l) Usage. In construing this Agreement, feminine or neuter pronouns shall be substituted for those of the masculine form, and the plural for the singular, and vice versa, in any case in which the context may require. The capitalized terms used in this Agreement shall have the meanings first applied to their first usage in this Agreement unless otherwise indicated

(m) References to Code or Regulations. Any reference in this Agreement to the Internal Revenue Code or to a Treasury Regulation shall be interpreted to include the specific provision referred to, as the same may be amended from time to time, as well as any substitute or successor provisions.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first above written.

COMTECH 21, LLC

By: \_\_\_\_\_  
Richard Minervino, Sr.  
A Manager, Duly Authorized

PRESCIENT, LLC

By: \_\_\_\_\_  
Richard Minervino, Sr.  
A Manager, Duly Authorized

*State of Delaware*  
*Office of the Secretary of State*      PAGE 1

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I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED ARE TRUE AND CORRECT COPIES OF ALL DOCUMENTS ON FILE OF "COMTECH 21, LLC" AS RECEIVED AND FILED IN THIS OFFICE.

THE FOLLOWING DOCUMENTS HAVE BEEN CERTIFIED.

CERTIFICATE OF FORMATION, FILED THE TWENTY-SECOND DAY OF FEBRUARY, A.D. 2000, AT 9 O'CLOCK A.M.

CERTIFICATE OF AMENDMENT, CHANGING ITS NAME FROM "TECH 2001, LLC" TO "COMTECH 21, LLC", FILED THE SEVENTH DAY OF MARCH, A.D. 2000, AT 9 O'CLOCK A.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE AFORESAID CERTIFICATES ARE THE ONLY CERTIFICATES ON RECORD OF THE AFORESAID LIMITED LIABILITY COMPANY.



*Harriet Smith Windsor*  
Harriet Smith Windsor, Secretary of State

3180359 8100H

010085898

AUTHENTICATION 0983613

DATE 02-21-01

**Application for Certificate of Public Convenience and Necessity to  
Provide Local Exchange Telecommunication Services**

**Exhibit C**

**Certificate of Authority**

State of Tennessee



Department of State  
Corporations Section  
18th Floor, James K. Polk Building  
Nashville, TN 37243-0306

APPLICATION FOR REGISTRATION OF  
LIMITED LIABILITY COMPANY NAME

For Office Use Only

FILED  
APR 13 2000  
SECRETARY OF STATE

To the Secretary of State of the State of Tennessee

Pursuant to the provisions of § 48-207-103 of the Tennessee Limited Liability Company Act, the undersigned limited liability company hereby applies for the registration of its limited liability company name or assumed limited liability company name to and including December 31, \_\_\_\_\_ and submits the following statement.

1 The name of the Limited Liability Company is CCMTECH 21, LLC

If different, the name to be registered in the State of Tennessee is \_\_\_\_\_

**NOTE:** The name must be distinguishable upon the records of the Secretary of State from the limited liability company names that are not available under § 48-207-101(b) of the Tennessee Limited Liability Company Act.

2 The state or country of organization is Delaware

3 The date of organization is 02-22-2000 (must be month, day and year)

4 The nature of the business of the limited liability company is Resale of Telecommunications Service

**NOTE:** This application must be accompanied by a certificate of existence (or document of similar import) duly authenticated by the Secretary of State or other official having custody of limited liability company records in the state or country under whose law it is organized. The certificate shall not bear a date of more than one (1) month prior to the date the application is filed in this state.

4-13-00  
Signature Date

Manager  
Signer's Capacity

Ccmtech21, LLC  
Name of Limited Liability Company

Marie Marcarelli  
Signature

Marie Marcarelli  
Name (typed or printed)

Secretary of State  
Corporations Section  
James K. Polk Building, Suite 1800  
Nashville, Tennessee 37243-0306

DATE: 04/19/00  
REQUEST NUMBER: 3889-1074  
TELEPHONE CONTACT: (615) 741-2286  
FILE DATE/TIME: 04/18/00 1038  
EFFECTIVE DATE/TIME:

TO:  
TSIO  
PO BOX 120598  
NASHVILLE, TN 37212

RE:  
COMTECH 21, LLC  
APPLICATION FOR REGISTERED NAME  
LIMITED LIABILITY COMPANY

THIS WILL ACKNOWLEDGE THE FILING OF THE NAME REGISTRATION WHICH WILL  
EXPIRE AT THE END OF THE CURRENT CALENDAR YEAR.

THE REGISTRATION MAY BE RENEWED FOR THE FOLLOWING YEAR BY FILING AN  
APPLICATION FOR RENEWAL BETWEEN OCTOBER 1 AND DECEMBER 31 OF THE CURRENT  
CALENDAR YEAR. THE APPLICATION MUST BE ACCOMPANIED BY A CERTIFICATE OF  
EXISTENCE (OR A DOCUMENT OF SIMILAR IMPORT) FROM THE STATE OR COUNTRY OF  
FORMATION. THE CERTIFICATE SHALL BEAR A DATE OF NOT MORE THAN TWO (2)  
MONTHS PRIOR TO THE DATE THE APPLICATION IS FILED IN THE STATE OF  
TENNESSEE.

FOR: APPLICATION FOR REGISTERED NAME  
LIMITED LIABILITY COMPANY

ON DATE: 04/19/00

FROM:  
TSIO  
P O BOX 120598

NASHVILLE, TN 37212-0000

	RECEIVED:	FEE	
		\$20.00	\$0.00
TOTAL PAYMENT RECEIVED:			\$20.00

RECEIPT NUMBER: 00002675690  
ACCOUNT NUMBER: 00333725



SS-4458

*Riley C Darnell*

RILEY C DARNELL  
SECRETARY OF STATE

**Application for Certificate of Public Convenience and Necessity to  
Provide Local Exchange Telecommunication Services**

**Exhibit D**

**Names, addresses and biographies of the principal  
corporate officers.**

## **PRINCIPLE OFFICERS OF COMTECH21, LLC**

The Company's management team is comprised of key individuals with a wide range of telecommunications, public reporting and business experience from large carriers and entrepreneurial reseller firms. The team is highly qualified with solid backgrounds and extensive experience with Local Telephone Service, Long Distance Telephone Service, Data Services, Enhanced Services and Wireless Communication Services.

### **Richard Minervino Sr., Chairman and Chief Executive Officer One Barnes Park South, Wallingford, CT 06492**

Minervino is a 50 year industry veteran and the Company's founder. An insightful strategist who understands his customers needs, Minervino started his career at Southern New England Telephone in 1952 where over twelve years he held a variety of technical positions and was promoted to marketing manager specializing in telecommunications needs for the insurance industry.

Sensing opportunity, Minervino left the Bell System in 1964, traveling the world as a telecommunications consultant, one of the first in the industry. His client list reads like a Who's Who in American business. Aetna Insurance Company, Amerada Hess, Commonwealth Oil, Cerro Corporation, Colt Industries, Harvey Aluminum, R.J. Reynolds, ITT-Virgin Islands Telephone, Kidder Peabody, BBDO, Grey Advertising, Ogilvy & Mather, Inter Public, Needham Harper & Steers, J Walter Thompson, Yale University, Emery, Purolator, IBM and his old company, Southern New England Telephone, to name just a few. Minervino also established a telecommunications consulting practice for Booz-Allen & Hamilton where he served as senior officer in charge. Mr. Minervino is an avid inventor and innovator, holding numerous copyrights and patents. Throughout his many years of experience in a broad range of business telecommunications situations, one shortcoming stood out repeatedly: there existed no highly reliable and accurate system to provide management information of a company's entire telephone system, so in 1970 Minervino began to develop just such a system, and established the first hardware-software forerunner of what eventually resulted in the Awareness® Service.

The first such system went into operation on a test basis in 1972 in conjunction with Phoenix Mutual, and after twelve months, the results were clear and dramatic; telephone expense, which had been skyrocketing in previous years, was reduced by over 30 percent. Results in hand, Minervino installed similar systems at a number of his clients' facilities - - Aetna, Connecticut Mutual, New England Mutual Life, Paul Revere and others, and began to further refine the systems design and output. Proving that his new telecommunications management information systems were effective, and viable as a product, Minervino has continually developed new and useful services which continue to reduce client's telecommunications expenses substantially. Billing has always been fundamental to Minervino, touting his philosophy that reliable and accurate internal billing procedures will trim usage costs by prudently restraining overuse, misuse and abuse; he created the first customized Virtual Network Billing ("V-NET billing") package in 1984, to service the billing needs of Emery Worldwide, taking the departmental, divisional and location based cost allocation systems to the next level. This combined nucleus of unique capabilities provided the groundwork for Minervino Companies long distance reseller billing services and the cellular and beeper service billing environments, as well as University and Student billing. Harvard University is one of the many university billing clients throughout the country.

Today, the system has grown from a simple elemental billing system to an operation and support system ("OSS") covering more than 25 telecommunication services. Always focused on customer cost savings, Minervino recently developed the unique Prescient service which provides bill



simplification, verification, and improved productivity while reducing overhead for hospitals and other billing intensive businesses.

**Marie Marcarelli, Executive Vice President – Operations  
One Barnes Park South, Wallingford, CT 06492**

Marcarelli began her career in telecommunications in 1973 at Southern New England Telephone Company (SNET) in New Haven, Connecticut where she held positions in engineering, regulatory matters, secretary and treasury, and SNET Systems. Working under the president of the SNET Diversified Group, which managed the unregulated entities of SNET such as SNET-Cellular, SNET Systems and Lightnet.

In 1989 Marcarelli was engaged by MIC, a Minervino company, as director of administration and shortly thereafter was promoted to vice president where in 1990, she was responsible for development of the operations organization supporting the call accounting Awareness® service and the network optimization services "Precision".

In recent years Marie has successfully created a back office company supporting customers of Profitec Billing Services, Inc. another Minervino Company.

Marcarelli is also responsible for creating and developing the back office operations of Prescient. The newest of the Minervino Companies. Prescient provides telecommunications billing verification and validation services to the government and major corporations.

Marcarelli has moved to the position of Executive Vice President of Operations overseeing ComTech21, a telecommunications provider.

**Application for Certificate of Public Convenience and Necessity to  
Provide Local Exchange Telecommunication Services**

**Exhibit E**

**Financials**  
**(Files Separately – Under Seal)**

In the Matter of the Application )  
of ComTech21, LLC to expand our existing )  
Certificate of Public Convenience and )  
Necessity to Provide Resold Local Exchange and ) Docket No \_\_\_\_\_  
UNE-P within the State of Tennessee )

To the best of ComTech21's knowledge, current information concerning these matters has not been disclosed or released to the public. The information requested is valuable and is used for internal planning and business purposes. Disclosure of such information would be extremely detrimental and could be used by ComTech21's competitors to materially affect ComTech21's ability to compete effectively.

Due to the sensitive nature of this information, it is appropriate for the Department to limit access to such information. Attached is a proposed protective order ("Protective Order"), which **ComTech21** believes satisfies these concerns. ComTech21 proposes that the Department adopt the attached Protective Order in order to prevent unauthorized disclosure of the highly sensitive information that it seeks.

The confidential information being provided is for the use of the Department and the Office of Consumer Counsel ("OCC") in exercising their governmental functions. There is no legitimate purpose to be served in disclosing this proprietary material to ComTech21's competitors or, indeed, to any person other than the appropriate staff of the Department and OCC. Thus, the Protective Order will permit only the Department, OCC, and their respective staffs access to the proprietary and confidential information.

For the foregoing reasons, ComTech21, LLC respectfully moves that the Department grant the attached Protective Order, including all terms set forth therein.

Respectfully submitted,

By \_\_\_\_\_  
Marie Marcarelli  
Executive Vice President  
ComTech21, LLC

In the Matter of the Application )  
of ComTech21, LLC to expand our existing )  
Certificate of Public Convenience and )  
Necessity to Provide Resold Local Exchange and ) Docket No \_\_\_\_\_  
UNE-P within the State of Tennessee )

WHEREAS ,ComTech21, LLC (“ComTech21”) is providing certain information in compliance with the Department of Public Utility Control’s (“Department”) March 15, 1995 Decision in Docket 94-07-03,<sup>1</sup> which would, in the opinion of ComTech21, result in the disclosure of confidential and proprietary information, and which information ComTech21 contends constitutes trade secrets.

1. Any and all confidential information provided by ComTech21, whether in documentary form or otherwise, (hereafter "Confidential Information"), and including but not limited to the information attached to its Application as Attachments under Exhibit A shall be governed by the terms of this Order. This Order is applicable to all such Confidential Information, whether in the form of documents, data, testimony, studies, or otherwise.

2 All Confidential Information made available pursuant to this Order shall be given solely to the following individuals (collectively the "Recipients") the Commissioners of the DPUC, and any member of their staff, and such members of the staff of the Office of Consumer Counsel as may execute a copy of this Order and submit such executed copy to the Department, with a copy to ComTech21

3 Confidential Information will be plainly marked as such and delivered in sealed envelopes to Louise Rickard, Acting Executive Secretary of the Department, for filing under seal, and to the other Recipients. Confidential Information so provided shall be maintained by the Department and Recipients in sealed envelopes or containers and a statement in the following form placed on such envelope or container:

THIS ENVELOPE IS NOT TO BE OPENED  
NOR THE CONTENTS THEREOF TO BE  
DISPLAYED OR REVEALED EXCEPT PURSUANT  
TO THE PROTECTIVE ORDER ISSUED IN  
DOCKET NO \_\_\_\_\_

4 All Recipients shall be bound by the terms of this Order.

5 In the event the Confidential Information is to be used in any manner in this proceeding or hearing before the Department, such proceeding or hearing shall not be held before, nor any record of it made available to, any party, intervenor, or any other person or entity. Present at such proceeding or hearing shall be the Recipients, as well as counsel and representatives of ComTech21. No record shall be disclosed or communication made at any time to any person or entity other than the Recipients.

6 Any reference to Confidential Information in briefs in this proceeding shall be by separate supplemental briefs, which supplemental briefs shall be plainly marked to identify the contents as Confidential Information, shall be separately filed with the Department in plainly marked sealed envelopes, shall be distributed only to individuals who are permitted access to the Confidential Information pursuant to this Order, and will be retained by the Department under seal.

7 No copies shall be made of the Confidential Information by any Recipient unless expressly ordered by the Department.

8 Nothing herein shall be construed as a final determination that any of the Confidential Information will be admissible as substantive evidence in this proceeding or at any hearing. Moreover, nothing herein shall be considered a waiver of ComTech21's right to assert at a later date that the material is or is not proprietary or privileged.

9 Confidential Information otherwise properly discovered, even though also subject to the terms of this Order, shall not be considered protected by this Order.

10 No Recipient shall use or disclose the Confidential Information for any purpose, other than the purpose of preparation for and conduct of this proceeding, and then solely as contemplated herein, and shall in good faith take all reasonable precautions to keep the Confidential Information secure and in accordance with the purposes and intent of this Order.

11. Confidential Information made part of the record in this proceeding shall remain in the possession of the Recipients, provided, however, that all ComTech21 Confidential Information shall be returned to ComTech21 within ten (10) days after the appeal period has expired with respect to the final decision rendered in this proceeding. Confidential Information to be returned shall include all Confidential Information provided by ComTech21, including any documents, data, testimony, studies, briefs, or materials in any form whatsoever created by Recipients based upon or by reference to such Confidential Information

**DEPARTMENT OF PUBLIC UTILITY CONTROL**

BY: \_\_\_\_\_

Dated \_\_\_\_\_

The undersigned OCC staff  
agree to be bound by the terms  
and conditions of this Protective Order:

**OFFICE OF CONSUMER COUNSEL**

By: \_\_\_\_\_

Date \_\_\_\_\_

**CERTIFICATE OF SERVICE**

I hereby certify that on this \_\_\_\_ day of December 2003, a copy of the attached Motion of ComTech21, LLC for a Protective Order was sent via overnight delivery for delivery to the following

Tennessee Regulatory Authority  
460 James Robertson Pkwy  
Nashville, TN 37243

---

Marie Marcarelli  
Executive Vice President



**Application for Certificate of Public Convenience and Necessity to  
Provide Local Exchange Telecommunication Services**

**Exhibit F**

**Business Participations Plan**

**ComTech21, LLC**

**SMALL AND MINORITY-OWNED TELECOMMUNICATIONS**  
**BUSINESS PARTICIPATION PLAN**

Pursuant to T C A §65-5-212, as amended, ComTech21, LLC ("ComTech") submits this small and minority-owned Telecommunications business participation plan (the "Plan") along with its Application for a Certificate of Public Convenience and Necessity to provide competing intrastate and local exchange services in Tennessee

## **I. Purpose**

The purpose of §65-5-212 is to provide opportunities for small and minority-owned businesses to provide goods and services to Telecommunications service providers. ComTech is committed to the goals of §65-5-212 and to taking steps to support the participation of small and minority-owned Telecommunications businesses in the Telecommunications industry. ComTech will endeavor to provide opportunities for small and minority-owned Telecommunications businesses to compete for contracts and subcontracts for goods and services. As part of its procurement process, ComTech will make efforts to identify and inform minority-owned and small businesses that are qualified and capable of providing goods and services to ComTech of such opportunities. ComTech's representatives have already contacted the Department of Economic and Community Development, the administrator of the small and minority-owned Telecommunications assistance program, to obtain a list of qualified vendors. Moreover, ComTech will seek to increase awareness of such opportunities so that companies not otherwise identified will have sufficient information to participate in the procurement process.

## **II. DEFINITIONS**

As defined in §65-5-212

*Minority-Owned Business* Minority-owned business shall mean a business which is solely owned, or at least fifty-one percent (51%) of the assets or outstanding stock of which is owned, by an individual who personally manages and controls daily operations of such business, and who is impeded from normal entry into the economic mainstream because of race, religion,

sex or national origin and such business has annual gross receipts of less than four million dollars (\$4,000,000)

*Small Business* Small Business shall mean a business with annual gross receipts of less than four million dollars, (\$4,000,000)

### **III. ADMINISTRATION**

ComTech's Plan will be overseen and administered by the individual named below, hereinafter referred to as the Administrator, who will be responsible for carrying out and promoting ComTech's full efforts to provide equal opportunities for small and minority-owned businesses. The Administrator of the Plan will be

Marie Marcarelli  
ComTech21, LLC  
One Barnes Park South  
Wallingford, CT 06492  
Telephone (203) 679-7201  
Facsimile (203) 679-7391

The Administrator's responsibilities will include

- (1) Maintaining an updated Plan in full compliance with §65-5-212 and the rules and orders of the Tennessee Regulatory Authority
- (2) Establishing and developing policies and procedures necessary for the successful implementation of the Plan
- (3) Preparing and submitting such forms as may be required by the Tennessee Regulatory Authority, including the filing of required annual updates
- (4) Serving as the primary liaison to and cooperate with the Tennessee Regulatory Authority, other agencies of the State of Tennessee, and small and minority-owned businesses to locate and use qualified small and minority-owned businesses as defined in §65-5-212
- (5) Searching for and developing opportunities to use small and minority-owned businesses and encouraging such businesses to participate in and bid on contracts and subcontracts
- (6) Providing records and reports and cooperates in any authorized surveys as required by the Tennessee Regulatory Authority
- (7) Establishing a record-keeping system to track qualified small and minority-owned businesses and efforts to use such businesses
- (8) Providing information and educational activities to persons with ComTech and training such person to see out, encourage, and promote the use of small and minority-owned businesses

In performance of these duties, the Administrator will utilize a number of resources, including

Chambers of Commerce  
The Tennessee Department of Economic and Community Development  
The United State Department of Commerce  
    Small Business Administration  
    Office of Minority Business  
The National Minority Supplier Development Counsel  
The National Association of Women Business Owners  
The National Association of Minority Contractors  
Historically Black Colleges, Universities, and Minority Institutions

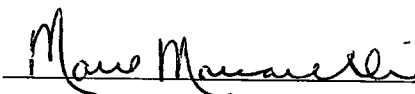
The efforts to promote and ensure equal opportunities for small and minority-owned business are primarily spelled out in the Administrator's duties above. Additional efforts to provide opportunities to small and minority-owned businesses will include offering, where appropriate and feasible, small and minority-owned businesses assistance with technical, insurance, bonding, licensing, production, and deadline requirements.

#### **IV. RECORDS AND COMPLIANCE REPORTS**

ComTech will maintain records of qualified small and minority-owned business and efforts to use the goods and services of such businesses. In addition, ComTech will maintain records of educational and training activities conducted or attended and of the internal procurement procedures adopted to support this plan.

ComTech will submit records and reports required by the Tennessee Regulatory Authority concerning the Plan. Moreover, ComTech will cooperate fully with any surveyors and studies required by the Tennessee Regulatory Authority.

ComTech21, LLC

By 

Marie Marcarelli, Executive Vice President

Dated January 9, 2004

**Application for Certificate of Public Convenience and Necessity to  
Provide Local Exchange Telecommunication Services**

**Exhibit G**

**List of ILEC telephone companies**

**LISTING**  
**INCUMBENT LOCAL EXCHANGE SERVICE PROVIDERS**  
**CERTIFICATED IN TENNESSEE**  
**(FACILITIES-BASED)**

---

- 1) **ARDMORE TELEPHONE COMPANY, INC.**  
P O Box 549  
517 Ardmore Avenue  
Ardmore, TN 38449  
(205) 423-2131  
(205) 423-2208 (Fax)
- 2) **BELLSOUTH**  
333 Commerce Street  
Nashville, TN 37201-3300  
(615) 214-3800  
(615) 214-8820 (Fax)
- 3) **CENTURY TELEPHONE OF ADAMSVILLE**  
P O Box 405  
116 N Oak Street  
Adamsville, TN 38310  
(901) 632-3311  
(901) 632-0232 (Fax)
- 4) **CENTURY TELEPHONE OF CLAIBORNE**  
P O Box 100  
507 Main Street  
New Tazewell, TN 37825  
(423) 626-4242  
(423) 626-5224 (Fax)
- 5) **CENTURY TELEPHONE OF OOLTEWAH-COLLEGE DALE, INC.**  
P O Box 782  
5616 Main Street  
Ooltewah, TN 37363  
(423) 238-4102  
(423) 238-5699 (Fax)
- 6) **CITIZENS COMMUNICATIONS COMPANY OF TENNESSEE**  
P O Box 770  
300 Bland Street  
Bluefield, WV 24701

**LISTING**  
**INCUMBENT LOCAL EXCHANGE SERVICE PROVIDERS**  
**CERTIFICATED IN TENNESSEE**  
**(FACILITIES-BASED)**

---

- 7) **CITIZENS COMMUNICATIONS COMPANY OF THE VOLUNTEER STATE**  
P O Box 770  
300 Bland Street  
Bluefield, WV 24701
- 8) **LORETTO TELEPHONE COMPANY, INC.**  
P O Box 130  
Loretto, TN 38469  
(931) 853-4351  
(931) 853-4329 (Fax)
- 9) **MILLINGTON TELEPHONE COMPANY, INC.**  
**P.O. Box 429**  
4880 Navy Road  
Millington, TN 38083-0429  
(901) 872-3311  
(901) 873-0022 (Fax)
- 10) **SPRINT-UNITED**  
112 Sixth Street  
Bristol, TN 37620  
(423) 968-8161  
(423) 968-3148 (Fax)
- 11) **TDS TELECOM-CONCORD TELEPHONE EXCHANGE, INC.**  
P O Box 22610  
701 Concord Road  
Knoxville, TN 37933-0610  
(423) 966-5828  
(423) 966-9000 (Fax)
- 12) **TDS TELECOM-HUMPHREYS COUNTY TELEPHONE COMPANY**  
P O Box 552  
203 Long Street  
New Johnsonville, TN 37134-0552  
(931) 535-2200  
(931) 535-3309 (Fax)
- 13) **TDS TELECOM-TELLICO TELEPHONE COMPANY, INC.**  
P O Box 9



**LISTING**  
**INCUMBENT LOCAL EXCHANGE SERVICE PROVIDERS**  
**CERTIFICATED IN TENNESSEE**  
**(FACILITIES-BASED)**

---

102 Spence Street  
Tellico Plains, TN 37385-0009  
(423) 671-4600  
(423) 253-7080 (Fax)

**14) TDS TELECOM-TENNESSEE TELEPHONE COMPANY**

P O Box 18139  
Knoxville, TN 37928-2139  
(423) 922-3535  
(423) 922-9515 (Fax)

**15) TEC-CROCKETT TELEPHONE COMPANY, INC.**

P O Box 7  
Friendship, TN 38034  
(901) 677-8181

**16) TEC-PEOPLE'S TELEPHONE COMPANY, INC.**

P O Box 310  
Erin, TN 37061  
(931) 289-4221  
(931) 289-4220 (Fax)

**17) TEC-WEST TENNESSEE TELEPHONE COMPANY, INC.**

P O Box 10  
244 E Main Street  
Bradford, TN 38316  
(901) 742-2211  
(901) 742-2212 (Fax)

**18) UNITED TELEPHONE COMPANY**

P O Box 38  
120 Taylor Street  
Chapel Hill, TN 37034  
(931) 364-2289  
(931) 364-7202 (Fax)

**Application for Certificate of Public Convenience and Necessity to  
Provide Local Exchange Telecommunication Services**

**Exhibit H**

**Sworn Pre-filed Testimony**

**BEFORE THE  
TENNESSEE REGULATORY AUTHORITY  
NASHVILLE, TENNESSEE**

**APPLICATION OF COMTECH21, LLC  
FOR A CERTIFICATE TO PROVIDE  
COMPETING LOCAL TELEPHONE  
SERVICES**

**PRE-FILED TESTIMONY OF MARIE MARCARELLI**

SAMPLE INFORMATION THAT MUST BE INCLUDED IN A SWORN  
PREFILED TESTIMONY

I, Marie Marcarelli, do hereby testify as follows in support of the application of CLEC, Inc (CLECI) for a Certificate of convenience and necessity as a competing telecommunications services provider to provide telecommunication services throughout the State of Tennessee

Q Please state your full name, business address, and position  
See Application

Q Please briefly describe your duties  
See Biography under **Exhibit D**

Q Please describe your business experience and educational background  
See Biography under **Exhibit D**

Q Are all statements in ComTech21, LLC's true and correct to the best of your knowledge, information and belief?

Yes, all statements are true and correct to the best of my knowledge, information, and belief

Q Please describe the current corporate structure of ComTech21, LLC.  
See Organizational Chart under **Exhibit A**

Q Does ComTech21, LLC possess the requisite managerial, financial, and technical abilities to provide the services for which it has applied for authority?  
See Financial Documents filed under seal in **Exhibit E**

- Q Please describe ComTech21, LLC's financial qualifications  
See Financial Documents filed under seal in **Exhibit E**
- Q Please describe ComTech21, LLC's managerial and technical qualifications  
See Application and Biographies (**Exhibit D**)
- Q What services will ComTech21, LLC offer?  
See Application
- Q Will ComTech21, LLC offer service to all consumers within its service area?  
See Application
- Q Does ComTech21, LLC plan to offer local exchange telecommunications services in areas served by any incumbent local exchange telephone company with fewer than 100,000 total access lines?  
See Application
- Q Will the granting of a certificate of convenience and necessity to ComTech21, LLC serve the public interest?  
Yes, the granting of a certificate of convenience and necessity to ComTech21, LLC will serve the public interest
- Q Does ComTech21, LLC intend to comply with all TRA rules, statutes, and orders pertaining to the provision of telecommunications services in Tennessee, including those for disconnection and reconnection of service?  
Yes, ComTech21, LLC will comply with all TRA rules, statutes, and orders
- Q Has any state ever denied ComTech21, LLC or one of its affiliates?  
No, ComTech21, LLC has not been denied by any state to which it has applied
- Q Has ComTech21, LLC or one of its affiliates ever been investigated or sanctioned by any regulatory authority for service or billing irregularities?  
No, ComTech21, LLC has never had a certification revoked or any of its affiliates
- Q Who is knowledgeable about ComTech21, LLC's operations and will service as ComTech21, LLC's regulatory and customer service contact?

***Regulatory***

Sonja Johnson-Byers  
ComTech21, LLC  
One Barnes Park South  
Wallingford, CT 06492  
Telephone (203) 679-7290

***Customer Service***

Matthew Sosnowski  
ComTech21, LLC  
One Barnes Park South  
Wallingford, CT 06492  
Telephone (203) 679-5122

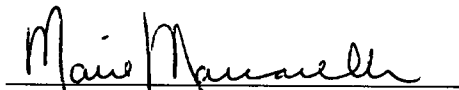
Q Please explain in detail ComTech21, LLC's proposed procedures for responding to information requests from the TRA and its staff

See Application

Q Does this conclude your testimony?

Yes, this concludes my testimony

I swear that the foregoing testimony is true and correct to the best of my knowledge



Marie Marcarelli  
Executive Vice President  
ComTech21, LLC

Subscribed and sworn to me this \_\_\_\_\_ day of January 2004

Notary Public

State of Connecticut

County of \_\_\_\_\_

My Commission expires \_\_\_\_\_